

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

INDEMNITY INSURANCE CO. OF  
NORTH AMERICA,

Plaintiff,

- against -

C.U. TRANSPORT, INC., et al.,

Defendants.

And Five Related Cases

06 Civ. 13439 (RPP)

07 Civ. 00959

07 Civ. 01357

07 Civ. 02562

07 Civ. 03104

07 Civ 03180

DECLARATION OF HENRY MAK IN  
SUPPORT OF THE DISMISSAL MOTION OF  
DEFENDANTS, YANG MING MARINE  
TRANSPORT CORP. AND YANG MING  
(AMERICA CORP.)

HENRY MAK, being duly sworn, deposes and says:

1. I am the claims manager for defendant, YANG MING (AMERICA) CORPORATION ("YMAC"), a defendant in Civil Action No. 07-00959 captioned above. I am fully familiar with the facts and circumstances of the case and I make this declaration on personal knowledge in support of the dismissal motions of defendant, YANG MING (AMERICA) CORPORATION ("YMAC") and YANG MING.MARINE TRANSPORT CORP. ("YMMTC") made in all six cases.

2. YMAC is not an ocean carrier. It owns and operates no ships, it is not registered as a carrier with the Federal Maritime Commission, and it issues no bills of lading in its own name. Rather, it carries on business as the U.S. general agent for YMMTC, which is named as a defendant in each of the related actions captioned above. YMMTC is an ocean carrier in international trade, licensed by the Federal Maritime Commission, and it carries goods by sea in international trade.

3. These actions involved claims for loss and damage to cargoes which moved on the defendant vessel, EASLINE TIANJIN, from China to various U.S. ports in July of 2006. Neither YAC nor YMMTC owned or operated the EASLINE TIANJIN. YMMTC simply shared space on board that vessel along with a number of other slot charterers.

4. Although YMMTC did not own or operate the EASLINE TIANJIN, it did charter space onboard that vessel. Some of the EASLINE TIANJIN cargoes sued on were cargoes for which YMMTC had issued its standard form bill of lading. Copies of the face of each such bill of lading are attached to this declaration as YANG MING EXHIBIT A. YMAC was not involved in the issuance of any of the subject YMMTC bills of lading, each of which indicate in their lower right corner that they were issued for YMMTC by an overseas agent. *See, YANG MING EXHIBIT A.*

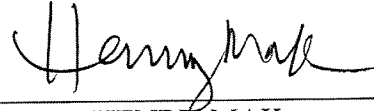
5. Each of the said YMMTC bills of lading had the same reverse side terms and conditions, a true and complete copy of which is attached to this declaration as YANG MING EXHIBIT B.

6. YMAC did not issue any bills of lading in respect of the cargoes sued in Civil Action No. 07-00959 and at no time did YMAC ever have possession, custody or control of those goods. As a result, the said complaint against YMAC for loss or damage to those goods should be dismissed.

7. In the alternative, since YMAC has been sued as a carrier just as YMMTC, its should have the right to the same carrier defenses as YMMTC does – including the benefit of the YMMTC bill of lading London forum clause.

WHEREFORE, the undersigned respectfully requests that the motion be granted.

Dated: Jersey City, NJ, July 31, 2007

A handwritten signature in black ink, appearing to read "Henry Mak", written over a horizontal line.

HENRY MAK